

Warranty Terms and Conditions

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Freight Policy

Freight Terms Continental US: All orders are F.O.B. factory via the most economical routing. Purchaser assumes the risk of loss or damage in transit.

- Standard Freight: For NET orders of \$2,000 or more, freight will be prepaid.
- Long Length Freight: All shipments that exceed 96" in packaged length must be shipped LTL. A surcharge fee of \$150 will be applied to all Net orders below \$3,000.
 - Add 4" to the length of the product for finish package length.
- Extreme Length Freight: All shipments between 144" - 216" in packaged length must be shipped LTL. A surcharge fee of \$400 will be applied to all orders.

Freight Terms Alaska & Hawaii: All orders are F.O.B. factory via the most economical routing. Purchaser assumes the risk of loss or damage in transit.

- Standard Freight: For NET orders of \$2,750 or more, freight will be prepaid.
- Long Length Freight: All shipments that exceed 96" in packaged length must be shipped LTL. A surcharge fee of \$400 will be applied to all Net orders below \$3,750.
 - Add 4" to the length of the product for finish package length.
- Extreme Length & Bulky Freight: Actual Freight will be charged. Please contact factory for a freight estimate.

WARRANTY - ASSA ABLOY Rockwood & Glass Solutions Products

ASSA ABLOY (in Rockwood, PA) warrants that its products sold under the ASSA ABLOY trade name in the United States of America are free from defects in workmanship and materials under normal use and service. This warranty does not cover defects or damage arising from improper installation, lack of or improper maintenance, improper storage, corrosion, erosion, ordinary wear and tear, misuse, abuse, accident, unauthorized service, other causes beyond ASSA ABLOY's control, or use with unauthorized non-ASSA ABLOY products or parts.

The following instances void warranty:

- Expose to air pollutants including, but not limited to acid rain, chemicals, salt, or fumes.
- Failure or settling of the structure/building/ foundation.
- Repairing or re-finishing the hardware without consensus of the manufacturer.
- Any modification or dissembling of the warranty product, regardless of whether the modification causes or contributes to the alleged defect.

The only liability of ASSA ABLOY (in Rockwood, PA) in tort or contract whether under this warranty or otherwise, shall be limited to the repair, replacement, or refund of the original purchase price of the product or component that is alleged to be defective at ASSA ABLOY's discretion. The warranty period starts at the delivery date to the original purchaser and extends by the duration listed below. Any repair or replacement of a component does not extend the warranty period past the original period.

Items cross listed in ASSA ABLOY Glass Solutions fall under the original manufacturing company's warranty. Items listed solely in the Glass Solutions product offering have a two year limited warranty. The PDU8000 series features a three year limited warranty.

Purchaser should contact ASSA ABLOY (in Rockwood, PA) upon receipt of any product claimed to be defective. If an in-plant inspection is necessary, purchasers should obtain a Return Goods Authorization and then send the product freight paid to ASSA ABLOY (in Rockwood, PA.) If, upon inspection, the product is determined by ASSA ABLOY (in Rockwood, PA) to be defective within the guidelines of this warranty, ASSA ABLOY (Rockwood, PA) will promptly repair or replace the defective product.

In the event of an acceptance of Purchaser's Purchase Order by ASSA ABLOY (in Rockwood, PA), the Purchaser agrees that such acceptance is solely conditioned on Purchaser's acceptance of the terms and conditions set forth in this instrument, regardless of the terms and conditions specified in Purchaser's Purchase Order. The terms and conditions in Purchaser's Purchase Order which conflict with the terms and conditions of this instrument shall be disregarded and are hereby rejected, and this instrument shall constitute the entire agreement between ASSA ABLOY and the Purchaser.

THIS WARRANTY IS IN LIEU OF ALL OTHER EXPRESS WARRANTIES. TO THE EXTENT PERMITTED BY LAW, ALL IMPLIED WARRANTIES ARE LIMITED TO THE DURATION OF THIS WARRANTY. ASSA ABLOY (IN ROCKWOOD, PA) SHALL NOT BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES. NO AGENT, SALES REPRESENTATIVE OR DEALER HAS THE AUTHORITY TO INCREASE OR ALTER THE OBLIGATIONS OF THIS WARRANTY.

Export Control and Sanctions

- 1.1 The Customer represents and warrants to ASSA ABLOY Glass Solutions that it will always act in compliance with Economic Sanctions and Export Control Laws, and that:
 - a) neither the Customer, its affiliates, or any of their respective directors, officers, employees nor, so far as the Customer is aware, any agents or other persons acting on behalf of any of the foregoing:
 - I. is, or has been, a Listed Person;
 - II. has engaged in any business dealings or activities that would reasonably be expected to result in it becoming a Listed Person;
 - III. directly or indirectly, has conducted or is conducting any business dealings or activities with or for the benefit of, or is otherwise involved in any business with a Listed Person, or otherwise acting in violation of Economic Sanctions and Export Control Laws;
 - IV. has engaged or is engaging in any transaction that circumvents, evades or avoids, or has the purpose or effect of circumventing, evading or avoiding, or attempts to violate, any Economic Sanctions and Export Control Laws; or
 - V. is, or has been, in violation of, or subject to, any investigation or enquiry by, or on behalf of, any governmental or other regulatory body relating to Economic Sanctions and Export Control Laws.
 - b) the Customer shall act in compliance with Economic Sanctions and Export Control Laws, and shall not sell nor re-export the Product without all requisite licenses and approvals under Economic Sanctions and Export Control Laws;
 - c) the Customer shall not sell, export or re-export, the Product, directly or indirectly, to the Russian Federation or Belarus or for use in the Russian Federation or Belarus (whether or not permitted under Economic Sanctions and Export Control Laws applicable to the Customer);

- d) the Customer shall undertake its best efforts to ensure that the purpose of this Clause is not frustrated by any third parties further down the commercial chain, including by possible resellers;
- e) the Customer agrees to (i) cascade the contractual obligations set forth in this Section 1.1. in contracts with third parties, including possible resellers, further down the commercial chain.; and (ii) set up and maintain an adequate monitoring mechanism to detect conduct by any third parties further down the commercial chain, including by possible resellers, that would frustrate the purpose of this Section 1.1;
- f) the representations and warranties set forth in this Section 1.1 above shall always remain true and correct;
- g) the Customer will provide written notice to ASSA ABLOY Glass Solutions as promptly as possible and in any event within five business days, if (i) any representation or warranty should cease to be true at any time., or (ii) the Customer should encounter any problems in applying paragraphs b)- e) in this Section 1.1 above, including any relevant activities by third parties that could frustrate the purpose of said paragraphs b)- e); and
- h) the Customer will not engage in any transaction for Military End-Use unless explicitly approved in writing by ASSA ABLOY Glass Solutions.
- i) The Customer will provide all information relating to requests for Products that the Customer suspects could violate or circumvent Economic Sanctions and Export Control Laws, including requests from or on behalf of a Listed Person, and other attempts to acquire ASSA ABLOY Glass Solutions products in violation of Economic Sanctions and Export Control Laws. The Customer will, to the best of its abilities, cooperate with ASSA ABLOY Glass Solutions to facilitate compliance with Economic Sanctions and Export Control Laws and will upon ASSA ABLOY Glass Solutions's request provide ASSA ABLOY Glass Solutions with true, complete and correct copies of all documentation relating to any business dealings involving the Product, including but not limited to, end-user certifications, information concerning compliance with the obligations under above paragraphs b)- e) in this Section 1.1, and other information as may be required by ASSA ABLOY Glass Solutions within two weeks of the simple request of such information.
- 1.2 ASSA ABLOY Glass Solutions shall not be obliged to make any payment or take any other action if ASSA ABLOY Glass Solutions believes in good faith that such action may constitute a violation, contribute to a violation, or constitute a circumvention of any Economic Sanctions and Export Control Laws.
- 1.3 This agreement may be terminated immediately by ASSA ABLOY Glass Solutions by written notice to the Customer if:
- a) the Customer fails to provide any notice required under this Section 1.1 above, or should ASSA ABLOY Glass Solutions determine, in its sole discretion, that any representation or warranty set forth in Section 1.1 above has failed to be true and correct at any time;
- b) the Customer has misrepresented or failed to properly disclose any material fact, or to provide any documentation, certifications or information requested by Glass Solutions; or,
- c) either party's ability to fulfil an obligation under this agreement is materially affected by the imposition of restrictions in Economic Sanctions and Export Control Laws.
- 1.4 Upon any such termination, this agreement and all rights and obligations hereunder shall immediately terminate, provided that the Customer shall remain liable to ASSA ABLOY Glass Solutions for any breach of its obligations hereunder.
- 1.5 The Customer shall indemnify ASSA ABLOY Glass Solutions and its affiliates, directors, officers, employees, advisors, agents and holders of its equity interests (collectively, "Indemnitees") against, and shall hold each Indemnitee harmless from, any and all third party claims, damages and liabilities, including the reasonable fees, charges and disbursements of counsel, incurred by or asserted against any Indemnitee arising out of, in connection with, or as a result of (a) any representation or warranty set forth in Section 1.1 above not being true and correct when made, (b) any breach by the Supplier of any obligation under Section 1.1 or 1.2 above, or (c) any claim, litigation, investigation or proceeding relating to any of the foregoing, whether based on contract, tort or any other theory. This indemnity shall survive the termination of this agreement indefinitely.
- For the purposes of this part of the agreement under the heading "Export Control and Sanctions",
- "Economic Sanctions and Export Control Laws"** means all economic sanctions and export control laws, regulations, rules or restrictive measures, including but not limited to import and export restrictions on materials, intellectual property, other intangible personal property, services, items and transactions, adopted and enforced by governmental authorities of Canada, the EU, UK, UN, USA or any other relevant governmental or regulatory authority, applicable to the ASSA ABLOY Glass Solutions or the Customer.
- "Listed Person"** means individuals and entities listed, or parties that are determined to be owned or controlled by one or more individuals or entities listed, in Economic Sanctions and Export Control Laws.
- Compliance with Anti-Trust, Anti-Corruption and Data Privacy Laws:**
- The Customer, its directors, officers, and employees shall perform their obligations under these Terms and Conditions in full compliance with the ASSA ABLOY Code of Conduct which is accessible online at: [Our Code of Conduct for business partners | ASSA ABLOY](#).
- [Click this Link to Export Control and Sanctions for Canada.](#)